

**CITY of HAYWARD
and
SEIU, LOCAL 1021 - Maintenance Unit**

SIDE LETTER OF AGREEMENT

**Hayward Executive Airport
Staffing Coverage for Airport Operations**

AIRPORT PILOT PROGRAM

This Side Letter institutes a Pilot Program and amends Section 5.07 (Standby Provisions) and Section 4.01 (Work Week Provisions) of the current Memorandum of Understanding effective May 1, 2007 through April 30, 2011 and applies only to Airport Operations.

Purpose

The parties agree that there is a need to implement staffing coverage changes at the Hayward Executive Airport in order to ensure availability of qualified staff to respond to emergencies, to perform urgent maintenance, to provide staffing coverage for unplanned absences and to facilitate securing the appropriate response for security-related matters.

This Side Letter institutes a 12-month Pilot Program which shall become effective August 17, 2009 and extend through August 15, 2010. This Pilot Program is intended to test the effectiveness of the proposed coverage changes. The parties agree to meet to evaluate whether the changes are adequately addressing the identified operational needs six months following implementation of the Program and no later than February 28, 2010.

Provisions

A. Standby Policy

Effective the pay period beginning August 17, 2009, Employees working at the Airport in the listed classifications will be required to be available for Standby Assignment for no less than one week (7 days) rotations. A list shall be established of certified personnel designating the order of the Standby assignment rotation.

- Airport Maintenance Lead Worker
- Airport Maintenance Worker
- Airport Attendant

The initial staff selection for Standby pay shall be on the basis of assigning the most senior employee in the department first and progressing through the list to the least senior employee.

B. Pay

Employees who are required to be available on a Standby basis for possible service calls during their off-shift hours shall receive Standby pay as follows:

1. Employees on Standby shall receive one (1) hour's Standby pay at the employee's regular hourly rate for each regularly scheduled shift of the one-week Standby rotation required.
2. Employees on Standby on regularly scheduled days off and on holidays shall receive two (2) hours Standby pay at the employee's regular hourly rate for each of the aforementioned days of Standby required.
3. An employee on Standby who is called out on a service call shall receive, in addition to the Standby pay provided above, compensation at the overtime rate of time and one-half (1½) for work actually performed during such Standby, or on a case-by-case determination, an employee may elect CTO in lieu of time and one-half (1½) pay. In the event an employee on Standby is called out on a service call(s), the employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the overtime rate for the entire Standby period as defined above.

C. Shift Changes

1. In the event of unplanned absences, where the Airport is unable to secure coverage, an Employee's shift may be changed for up to two (2) hours in order to provide coverage. The Employee shall receive no less than 24 hours notice of such change.
2. The Airport is currently evaluating the enhanced efficiency of an additional shift. At such time as a decision has been made to add another shift, the Airport will provide the Union with no less than thirty (30) days notice and meet with the Union to discuss the impact of such added shift.

DATED

Aug 14 2009

FOR LOCAL 1021-MAINTENANCE


Gil Hesla, President


Iris LeBlanc Clay, Worksite Organizer

FOR THE CITY OF HAYWARD

